

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF LOUISIANA - LAFAYETTE DIVISION

GOLDMAN SACHS BANK

USA, Plaintiff,

v.

MICHEL B. MORENO, TIFFANY C. MORENO, MBM 2011 DOH GRANTOR RETAINED ANNUITY TRUST, TCM 2011 DOH GRANTOR RETAINED ANNUITY TRUST, MBM 2011 MGH GRANTOR RETAINED ANNUITY TRUST, TCM 2011 MGH GRANTOR RETAINED ANNUITY TRUST, MORENO PROPERTIES TWO, L.L.C., AND NICHOLSON ESTATES, L.L.C.,

Defendants.

CIVIL CASE NO. 6:15-cv-02018-RFD-CMH

SECTION

JUDGE: REBECCA F. DOHERTY

MAGISTRATE: CAROL B. WHITEHURST

MOTION TO COMPEL ARBITRATION AND
STAY PROCEEDINGS PENDING ARBITRATION

NOW INTO COURT, through undersigned counsel, come **Moreno Properties Two, L.L.C.** (“Properties Two”) and **Nicholson Estates, L.L.C.** (“Nicholson”) (jointly “Defendants”), which moves this Court for an order (i) compelling arbitration and (iii) staying the instant proceeding pending arbitration (the “Motion”) for the reasons as follows:

1.

This proceeding arises out of a dispute involving a loan agreement (as amended and restated) (the “Loan agreement”) and various Mortgages (the “Mortgages”)¹. Both the Loan Agreement and the Mortgage mandate the parties resolve all disputes arising under either the

¹ All capitalized terms have the same meaning as set forth in the accompanying memorandum.

Loan Agreement or Mortgages by arbitration. The Defendants hereby invoke and avail themselves of the mandatory arbitration provisions, and move this Court to compel arbitration.

2.

As discussed in the accompanying memorandum, the Loan Agreement and Mortgages each contain valid arbitration clauses. Further, the allegations of the Complaint herein fall within the scope of the arbitration clauses.

3.

Pursuant to La. R.S. 9:4202, Defendants are not only entitled to entry of an order compelling arbitration as stipulated to by the parties, but are likewise entitled to the entry of an order staying all proceedings herein pending resolution of the claims through arbitration. Stated simply, these proceedings should be stayed in all respects so as to allow the mandatory arbitration to take place.

4.

A memorandum in support of the relief requested herein accompanies this Motion.

WHEREFORE, Moreno Properties Two, L.L.C. and Nicholson Estates, L.L.C. respectfully pray that this Court (i) enter an order compelling arbitration of the instant proceeding, (ii) staying the execution of the previously issued Writ of Seizure and Sale [Doc. 30]; and, (iii) for such other and further relief to which Moreno Properties Two, L.L.C. and Nicholson Estates, L.L.C. may be entitled.

Respectfully submitted by:

/s/ William E. Steffes
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*Counsel for Moreno Properties Two, L.L.C. and
Nicholson Estates, L.L.C.*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing *Motion to Compel Arbitration and Proceedings Pending Stay Arbitration* has been served upon Plaintiff, Goldman Sachs Bank USA, through its attorneys of record *via* the Court's CM/ECF by electronic (email) transmission to:

Patrick Vance, pvance@joneswalker.com;
Laura F. Ashley, lashley@joneswalker.com; and,
Carmen M. Rodriguez, carmenrodriguez@joneswalker.com.

Baton Rouge, Louisiana, September 18, 2015.

/s/William E. Steffes
William E. Steffes